

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER M0220915RC00140		PAGE 1 OF 34	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER M62613-15-T-0023	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME TAKEDA TAKAYUKI				b. TELEPHONE NUMBER (No Collect Calls) 011-81-827-79-6142	
8. OFFER DUE DATE/LOCAL TIME 09:00 AM 18 Mar 2015		9. ISSUED BY CODE M62613 CONTRACTING OFFICE MARINE CORPS AIR STATION IWAKUNI PSC 561 BOX 1872 FPO AP 96310-0019 TEL: 01181827794233 FAX: 01181827794594		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO COMMAND CHAPLAIN MS. YAMADA CHAPLAINS' OFFICE PSC 561 BOX 1879 FPO AP 96310-0019 TEL: 253-6460 FAX:		CODE M02209		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE TEL.		18a. PAYMENT WILL BE MADE BY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 34
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL					<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>			
			42b. RECEIVED AT <i>(Location)</i>			
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Youth Director FFP To perform up to 52 weeks as Protestant Youth Director for Marine Corps Air Station, Iwakuni. In accordance with the performance work statement. Estimated assigned unit of service for one year: 240 units. See Performance Work Statement for the details. FOB: Destination MILSTRIP: M0220915RC00140 PURCHASE REQUEST NUMBER: M0220915RC00140 ADDITIONAL MARKINGS: M02209-15-RC-00140				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Basic Year Contract FFP Basic Year Contract: 01 Apr 2015 thru 31 Mar 2016. Estimated assigned unit of service for one year: 240 units X @\$_____ = Total amount of one year \$_____. Please fill out both unit price and total price of one year. FOB: Destination MILSTRIP: M0220915RC00140 ADDITIONAL MARKINGS: M02209-15-RC-00140	1	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB OPTION	Option Year One FFP Option Year One: Contract term 1 Apr 2016 thru 31 Mar 2017. The performance work statement remains the same. Estimated assigned unit of service for one year: 240 units X @\$_____ = Total amount of one year \$_____. Please fill out both unit price and total price of one year. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC OPTION	Option Year Two FFP Option Year Two: Contract term 1 Apr 2017 thru 31 Mar 2018. The performance work statement remains the same. Estimated assigned unit of service for one year: 240 units X @\$_____ = Total amount of one year \$_____. Please fill out both unit price and total price of one year. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD OPTION	Option Year Three FFP Option Year Three: Contract term 1 Apr 2018 thru 31 Mar 2019. The performance work statement remains the same.	1	Each		
Estimated assigned unit of service for one year: 240 units X @\$_____ = Total amount of one year \$_____.					
Please fill out both unit price and total price of one year. FOB: Destination					

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE OPTION	Option Year Four FFP Option Year Four: Contract term 1 Apr 2019 thru 31 Mar 2020. The performance work statement remains the same.	1	Each		
Estimated assigned unit of service for one year: 240 units X @\$_____ = Total amount of one year \$_____.					
Please fill out both unit price and total price of one year. FOB: Destination					

 NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
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0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0001AE	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	POP 01-APR-2015 TO 31-MAR-2016	N/A	COMMAND CHAPLAIN MS. YAMADA CHAPLAINS' OFFICE PSC 561 BOX 1879 FPO AP 96310-0019 253-6460 FOB: Destination	M02209
0001AB	POP 01-APR-2016 TO 31-MAR-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M02209
0001AC	POP 01-APR-2017 TO 31-MAR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M02209
0001AD	POP 01-APR-2018 TO 31-MAR-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M02209
0001AE	POP 01-APR-2019 TO 31-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M02209

CLAUSES INCORPORATED BY REFERENCE

52.204-2	Security Requirements	AUG 1996
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.212-1	Instructions to Offerors--Commercial Items	APR 2014
52.212-4	Contract Terms and Conditions--Commercial Items	DEC 2014

52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7041	Correspondence in English	JUN 1997
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: LPTA - The Government will award a contract resulting from this request for quote to the responsible offeror whose offer conforming to the solicitation is determined to be Lowest Price Technically Acceptable (LPTA) offer.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) Definitions. As used in this provision --

"Economically disadvantaged women-owned small business (EDWOSB) Concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted electronically on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____.

[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it (____) is, (____) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it (____) is, (____) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it (____) is, (____) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (____) is, (____) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (____) is, (____) is not a women-owned small business concern.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [____] is, [____] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [____] is, [____] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ____ -.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (____) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It (____) has, (____) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It (____) has, (____) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It (____) has developed and has on file, (____) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (____) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
____	____
____	____
____	____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals (____) are, (____) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

(2) (____) Have, (____) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) (____) Are, (____) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) (____) Have, (____) have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
—	—
—	—
—	—

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[☐] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[☐] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or

manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

[☐] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror (☐) does (☐) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[☐] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror (☐) does (☐) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

(____) TIN: -----.

(____) TIN has been applied for.

(____) TIN is not required because:

(____) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

(____) Offeror is an agency or instrumentality of a foreign government;

(____) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(____) Sole proprietorship;

(____) Partnership;

(____) Corporate entity (not tax-exempt);

(____) Corporate entity (tax-exempt);

(____) Government entity (Federal, State, or local);

(____) Foreign government;

(____) International organization per 26 CFR 1.6049-4;

(____) Other -----.

(5) Common parent.

(____) Offeror is not owned or controlled by a common parent;

(____) Name and TIN of common parent:

Name - ____ .

TIN - ____ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [____] has or [____] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates ``has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a ``doing business as" name)

Is the immediate owner owned or controlled by another entity:

[____] Yes or [____] No.

(3) If the Offeror indicates ``yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a ``doing business as" name)

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-00019) (DEC 2014)

(a) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) (1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from CMC Code POC-10, Telephone DSN 224-4177 or Commercial (703) 614-4177

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

2-in-1

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Inspections will be made by Government personnel.

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	M67443
Issue By DoDAAC	M62613
Admin DoDAAC	M62613
Inspect By DoDAAC	[Leave Blank]
Ship To Code	M62613
Ship From Code	[Leave Blank]
Mark For Code	M62613
Service Approver (DoDAAC)	M62613
Service Acceptor (DoDAAC)	M62613
Accept at Other DoDAAC	M62613
LPO DoDAAC	[Leave Blank]
DCAA Auditor DoDAAC	Not Applicable
Other DoDAAC(s)	Not Applicable

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subtitle item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Mr. Okamoto at e-mail: toshihide.okamoto.ja@usmc.mil

Mr. Odake at e-mail: haruhiko.odake.ja@usmc.mil

2ndLT Willis at e-mail: roger.l.willis@usmc.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Mr. Takao Ikeda, and can be reached at telephone number 011-81-827-79-5497; email address <https://wawf.eb.mil>

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

PERFORMANCE WORK STATEMENT

PROTESTANT YOUTH PROGRAM DIRECTOR

OBJECTIVE: To establish and conduct a base wide protestant religious youth ministry program for middle and high school students, that supports specific youth ministry needs and other established programmed services of the Religious Ministries Department, MCASI through programming, developing and implementation of youth activities, and general Religious Education.

SECTION I

DESCRIPTION OF SERVICES

1. QUALIFICATIONS:

- a. An undergraduate degree with at least 30 hours in Christian theological/religious studies.
- b. Evidence of children's ministry experience.
- c. Pastoral or chaplain recommendation letter.
- d. At least 21 years of age.
- e. Willing to be or already active in a MCB chapel service.

2. SCOPE OF WORK / CONTRACTOR REQUIREMENTS:

The contractor shall establish, implement and maintain a strategy, and comprehensive plan for a Protestant Youth Ministry Program for the Chapel population located on MCASI. Contractor Personnel shall perform the specific tasks in accordance with this Performance Work Statement.

3. High School Program (Grades 9-12):

- a. Youth Meetings - Organize and direct weekly regular high school youth outreach meetings that integrate mental, physical, social and spiritual development. Contractor to conduct at least 45 Meetings a year.
- b. Bible Study - Organize and conduct weekly Bible study or small group activities for high school youth that focuses on the study of scripture and involves discussion topics or relational issues that expand on the knowledge of the Bible or spiritual growth.
- c. Weekend Retreat - Conduct one or more high school youth outreach retreats each year to allow students to experience growth in their faith and in the areas of services or discipleship. The Contractor shall submit a proposal plan to include objectives, location(s), dates, times, budget, sponsor requirements, method of evaluation effectiveness no less than 90 days prior to the event.
- d. Extended Mission – If available, conduct at least one extended (5-7 days) service mission for high school youth each year to provide youth the opportunity to gather for fun, fellowship and faith sharing. The Contractor shall submit a proposal plan to include objectives, location(s), dates, times, budget, sponsor requirements, method of evaluation effectiveness no less than 90 days prior to the event.
- e. Special Events – Conduct four special events (two per school semester) to promote group growth, nurture or discipleship with the goal of providing team building, community responsibility and faith sharing. (e.g. community service projects, fund-raising, lock-ins, etc)

- f. Visitations – Develop supportive relationships with air station/base youth and high school(s) faculty through visitation to High School(s) locations.
- g. Mentoring – Mentor youth in the areas of spirituality, outreach, Christian growth, morals and values throughout the year, which may include parental interaction.

4. Middle School Program (Grades 6-8):

- a. Youth Meetings - Organize and direct regular middle school youth outreach meetings that integrate mental, physical, social and spiritual development. Contractor to conduct at least 45 Meetings a year.
- b. Bible Study - Organize and conduct weekly Bible study or small group activities for middle school youth that focuses on the study of scripture and involves discussion topics or relational issues that expand on the knowledge of the Bible or spiritual growth.
- c. Weekend Retreat - Conduct one or more middle school youth outreach retreats each year to allow students to experience growth in their faith and in the areas of services or discipleship. The Contractor shall submit a proposal plan to include objectives, location(s), dates, times, budget, sponsor requirements, method of evaluation effectiveness no less than 90 days prior to the event.
- d. Special Events – Conduct four special events (two per school semester) special events to promote group growth, nurture or discipleship with the goal of providing team building, community responsibility and faith sharing. (e.g. community service projects, fund-raising, lock-ins, etc)
- e. Visitations – Develop supportive relationships with air station/base youth and high school(s) faculty through visitation to Middle School(s) locations.
- f. Mentoring – Mentor youth in the areas of spirituality, outreach, Christian growth, morals and values throughout the year, which may include parental interaction.

5. MINISTRY ACTIVITIES AND REPORTING

- a. Service Project – Provide a service project for a ministry year calendar, to forecast ministry resources requirements and project ministry activities. The Contractor shall include a plan to conduct and execute youth outreach events emphasizing relationship building, social interaction, and recreation can be conducted in conjunction with Youth Meetings.
- b. Proposal Plan Records - For all Retreats, Missions, and Special Events: Maintain a record of all proposal plans that outline objectives, locations(s), dates, times, budget, sponsor requirements, method of evaluating effectiveness, number of volunteers utilized and number of persons attending each event. Each record shall also include the permission slips, power of attorney, etc as required for off post events.
- c. After Action Reporting – Provide a written after-action report for all Retreats, Missions and Special Events to include suggested changes, direction, trends, and problem areas. After Action Reports shall be due to the Command Chaplain within two weeks of event completion.
- d. Community Relations - Develop supportive relationships with youth; maintain close liaison with chaplains, the command and schools. Develop supportive relationships with other community agencies of MCIPAC.

6. VOLUNTEER ACTIVITIES

- a. Recruiting - Recruit and train **adult volunteers** to assist in the conduct of the ministry program on a weekly basis. The Contractor shall be responsible for ensuring that volunteers recruited to assist in youth activities is consistent with religious teachings

within the chapel. Selection of volunteers will be in accordance with procedures established by the contractor and approved by the Command Chaplain. Volunteers shall be subject to completion of background checks. The contractor shall be provided a quota on the number of volunteers needed to meet ministry program requirements.

- b. Mentoring and Training – Conduct monthly training sessions to mentor and train volunteers in all aspects of youth ministry with the goal of establishing an effective volunteer by teaching skills and confidence in dealing with youth ministry.
- c. Volunteer Roster - Maintain and update a volunteer roster to include name, address, phone number, military affiliation, utilization and role, training and hours volunteered to be accessible by the Command Chaplain.

7. ADMINISTRATION

- a. Forecasting – Based on the Contractors Service Project, forecast ministry resources and budget requirements for projected ministry activities, on a quarterly basis, to include the procurement of supplies, literature and curriculum needed for the program. The Contractor shall be responsible for the submission of necessary paperwork for scheduling of facilities in support of programs and the arrangement of audiovisual equipment as needed.
- b. Monthly Reporting - Submit monthly reports to the Command Chaplain or designee within one (1) week after the months end, outlining and evaluating ministry activities and plans and keeping the chaplain informed of the status of the programs, future scheduling and any problems that may arise. This can suffice for the after action report on normally scheduled activities.
- c. Annual Reporting – Provide an annual review of the youth ministry program to the Command Chaplain during the month of September summarizing the year's activities, youth ministry trends, progress and suggestions for improvement regarding future program direction.
- d. Advertising and Promotion - Draft and coordinate advertising, promotional bulletins announcements, articles, flyers and materials in a timely manner for all youth activities and events for publication and distribution. Publication and distribution can include but are not limited to the air station/base chapel congregations, newspapers, flyers and AFN television and radio. The use of free advertising will be employed as much as possible. Costs incurred for advertising shall be pre-approved by the Chaplains Office for available funding.
- e. Briefs and Meetings - Maintain communication and cooperation with all personnel and parties involved in the youth ministry program and community. Such activities include conducting and/or attending Parent Meetings, Command Chaplain Staff Meetings/ Appointments and Chapel/Parish Councils.

8. SPECIFIC TASKS:

- a. Coordinate, and administer the Religious Education Program under the guidance, design and concurrent approval of the Protestant Chaplain.
- b. Provide a program of spiritual content and structure that allows youth to meet, learn and grow in spiritual and ethical values, character building, social issue awareness, and life-style choices. Provide outreach ministry organization and direction, volunteer development and training, planning meetings, reports, and retreats. Maintain sensitivity and respect for all other faith groups.

- c. Provide a Protestant Youth program for Middle School and High School aged youth that includes, but is not limited to: Fellowship, Religious Education classes, and religious activities for teenagers subject to the coordination and approval of the Chaplain or his/her designee.
- d. Plan annual calendar of religious education classes, functions, to include reserving appropriate chapel facilities. Disseminate information regarding policies, registration, calendars, letters, bulletins and other appropriate notices to the community.
- e. Submit in writing all planning items listed above to the Chaplain or his/her designee for approval no later than the 5th day of the second month after the effective date of the contract. No advertisement of proposed event or activity, either printed or verbal, will be released until approved.
- f. Ensure that all necessary supplies needed for the programs entrusted to the Youth Ministry Director are ordered in a timely manner with or through the Account Manager.
- g. Ensure the written completion and submission of attendance and statistical records required of the Youth Ministry Program to the Chaplain or his/her designee on a weekly basis.
- h. Forward any concerns expressed by parents of those attending the Youth Ministry Programs to the Chaplain or his/her designee.
- i. The contractor shall arrive at least 30 minutes prior to the start of any event to oversee setup, and not depart until after all event clean up has been accomplished.
- j. Ensure all facilities used are properly secured, to include all doors and windows, following the conclusion of all rehearsals when chapel personnel are not present.
- k. These are an estimated number/amount of Services required during the Contract Year. This amount may and will vary month to month according to the needs of the MCAS IWAKUNI Protestant Community and as directed by the MCAS Iwakuni Command Chaplain in response to operational tempo of Active Duty Chaplains and Faith Community Requirements.

Service	Estimated unit per year
Service	50 → 100
VBS	100 → 30
Special Events	15 → 35
Harvest Festival	25 → 25
Administrative	50 → 50
Estimated Total assigned units	240

- l. Become familiar with the basic Navy/Marine Corps instructions which provide guidance for a Command Religious Program, to include but not limited to:
 - i. SECNAVINST 1730.D - Religious Ministry in the Department of the Navy
 - ii. SECNAVINST 1730.8B - Accommodation of Religious Practices
 - iii. MCO 1730.6E- Command Religious Programs in Marine Corps
 - iv. Standard Operating Procedures of the Command Religious Program
 - m. Be able to function comfortably in a religiously diverse environment where people of other denominations and religions share the use of military chapels and worship spaces.
 - n. Be experienced with computers and software, to include Microsoft Word and e-mail.
 - o. Possess a civilian, working e-mail account.
 - p. If a U.S. Citizen, be able to obtain SOFA status.
- I. The Contractor shall be responsible for ensuring personnel performing under this contract obtain the necessary exit/entry visa permits to perform work in the Country of Japan. Upon request, the Contractor shall provide proof of status by presenting visa documents.
 - II. Contractor Personnel who are U.S. citizens may apply for Status of Forces Agreement (SOFA) status as necessary for the execution of this contract. The determination of SOFA Status is processed by the Office of the Staff Judge Advocate, Marine Corps Base, Camp Smedley D. Butler to COMUSJAPAN. The Contractor shall be responsible for submitting necessary paperwork to the Office of the Staff Judge Advocate for determination of designation of SOFA status. Privileges are further limited to the following:
 - Entry into and exit from Japan as "exempt personnel."
 - Exemption from certain taxes, customs restrictions and immigration regulations.
 - Government furnished SOFA-status ID pass/badge and car pass for the incumbent.
 - Purchasing privileges that authorize purchases at the Defense Commissary Agency (DECA) facilities
 - Use of Army and Air Force Exchange Service (AAFES) facilities and concessions. This includes purchase of petroleum and oil products.
 - Use of Morale, Welfare Recreational facilities. This includes "Officer's Open Mess" (club) membership, MCB Butler, as determined by each respective club, including access to all recreational activities (gyms, golf course, pools, etc.).
 - Military Postal Service support on a space available basis.
 - Use of Military Banking Facilities.
 - Contractor use of Government vehicles from a scheduled pool of vehicles, for official use during working hours, limited to meeting the

requirements of use and the availability of vehicles. The contractor is responsible for providing transportation to and from work.

- Contractor ability to obtain a privately owned vehicle (POV) operator's license, termed "SOFA license" and registration of a POV.
- Routine medical and dental care to be provided on a reimbursable basis. Additionally, employees other than U.S. citizens are entitled to emergency medical treatment at medical facilities for injuries incurred while performing their duties under contract.
- Utilization of casualty assistance (mortuary services) on a reimbursable basis.
- DODEA Elementary and Secondary Education Facilities on a space available, tuition-reimbursable basis.
- A breach of regulations and directives outlined in paragraph 4.5.5.2 and/or withdrawal of any or all of these privileges by the Office of the Staff Judge Advocate for reasons cited, will not affect nor constitute grounds for delay in or nonperformance of any portion of any contract, nor will such action form the basis for any claim against the U.S. Government, based upon the contract or any portion thereof.

- III. Contractor employees will be subject to all U.S. Forces regulations and directives pertaining to civilian component personnel within the country.
- IV. Maintain a professional attitude and present a neat personal appearance at all times.
- V. Properly handle all Government supplied materials in accordance with the direction provided by the Command Chaplain and Coordinating Chaplains. Additionally, the Contractor shall be responsible for the safety and upkeep of all Government property provided to him under this contract.

9. SUPPLIES/MATERIALS

- a. The Government will provide all necessary supplies and materials to the Contractor. Nevertheless, the Contractor may submit requests for service-related material that he feels will enhance the service. Such requests will be submitted to the appropriate chaplain/Contracting Officer Representative, who will be solely responsible for approving/disapproving them. All requests are subject to availability of Government funds and thus may be disapproved. Failure on the part of the Government to approve any such request does not relieve the Contractor from performing his duties under this contract.
- b. Reimbursement cannot be made for any items purchased personally by the Contractor, even if related to the performance of his duties.
- c. Items purchased with Government funds at the request of the Contractor remain the property of the Government.

10. PERIOD OF PERFORMANCE

- a. Basic Year Contract: 01 Apr 15 to 31 Mar 16
- b. Option Year One: 01 Apr 16 to 31 Mar 17
- c. Option Year Two: 01 Apr 17 to 31 Mar 18
- d. Option Year Three: 01 Apr 18 to 31 Mar 19
- e. Option Year Four: 01 Apr 19 to 31 Mar 20

11. LEAVE AND TEMPORARY ABSENCE

- a. The Contractor shall notify the Command Chaplain or Camp Coordinating Chaplain at least ten (10) working days in advance for all planned absences. In the event of illness/emergency leave, the Contractor shall inform the Command Chaplain or Camp Coordinating Chaplain as soon as the situation becomes known.

12. PAYMENT

- a. The Contractor shall submit an invoice on the first (1st) Monday of the next month following end of the month in which the services were rendered. If this day is a Federal holiday, the invoice will be submitted on Tuesday.
- b. It is the Contractor's responsibility to ensure that all invoices are submitted in a timely manner.

13. SECURITY REQUIREMENTS

- a. **Background Checks:** Federally mandated background checks will be performed in accordance with Public Law 101-647, Section 231 (Crime Control Act of 1990) and Department of Defense Instruction 1402.5 (dtd 19 Jun 93), Criminal History Background Checks on all individuals working with this contract. The Contractor shall initiate all required forms and necessary information for the background check. These forms shall be submitted by the Contractor to the required sources for completion. Background checks must be completed prior to personnel performing assigned duties under this contract.
- b. The Contractor is responsible for obtaining a National Agency Check plus Written Inquires and Credit Check (NACI) or equivalent for all individuals performing under this contract. This background check will require the completion of the SF-85 or SF-85P forms. The Contractor is responsible for all costs associated with these background checks. The Contractor shall ensure that these background checks are completed prior to personnel performing assigned duties under this contract.
- c. It is recommended that you use the Office of Personnel Management (OPM) in Boyers, PA to process the background checks. Also, use JPAS so that your background checks can be verified upon completion.
- d. **Identification and Base Passes.** The Contractor shall obtain identification cards and base passes. Application shall be coordinated through the Contracting Officer or designated representative. At the time of application, Security Forces may conduct a background

check on the Contractor. Upon termination of employment, the Contractor shall return identification cards and base passes to Security Forces within 24 hours.

- e. The Contractor may make use of such worship and work spaces as are needed in the conduct of hi/hers ministry. Ordinarily, such use should be scheduled in advance and exclude hours of the day and night when he/she would be alone in a building.
- f. The Contractor shall establish and implement a method of ensuring that all keys issued to the Contractor by the Government are not lost or misplaced and that they are not used by or loaned to any other person. The Contractor shall report immediately the loss of any keys. The Contractor shall not duplicate any keys.
- g. The Government may, at its option, require the Contractor to replace lost keys or to reimburse the Government for the re-keying or replacement of locks as a result of keys having been lost by the Contractor. In the event that a master key is lost or duplicated, the Contractor shall be responsible for the total cost of replacing all locks and keys for that system.

CONTRACT ADMINISTRATION DATA

CONTRACT ADMINISTRATION OFFICE.

- a. All contract administration functions will be retained by the Contracting Office, MCAS, Iwakuni, Japan.
- b. All inquiries and correspondence concerning the administration of the contract shall be addressed to:

CONTRACTING OFFICE
MARINE CORPS AIR STATION
PSC 561 BOX 1872
FPO AP 96310-0019 JAPAN

CONTRACT ADMINISTRATOR: TAKAYUKI TAKEDA
Telephone Number: 0827-79-6142
Facsimile Number: 0827-79-4594
NOTE: COLLECT CALLS WILL NOT BE ACCEPTED.

CONCILIATION

Any disagreement arising under this contract which is not resolved by the parties to this contract may be submitted to the U.S. Japan Joint Committee for Conciliation in accordance with paragraph 10, Article XVIII, of the Status of Forces agreement under Article VI, of the Treaty of Mutual Cooperation and security between Japan and the United States of America.

Recourse to the Joint Committee for Conciliation for resolving disputes is available in addition to the procedures set forth in the Contract Disputes Act of 1978 and the Disputes Clause of this contract, 52.233-1. A request for conciliation by the Joint Committee, however, shall not toll the time periods allowed under the Contract Disputes Act for appealing a counteracting officer's final decision to either the Armed Services Board of Contract Appeals or U.S. Court of Federal Claims.

Upon filing a request for conciliation with the joint Committee, the Contractor shall immediately notify the Contacting Officer in writing of the request.